

APPENDIX RESALE

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APPENDIX RESALE

1. INTRODUCTION

- 1.1 This Appendix set forth terms and conditions for Resale Services provided by the applicable SBC Communications Inc. (SBC) owned Incumbent Local Exchange Carrier (ILEC) and CLEC.
- 1.2 **SBC Communications Inc. (SBC)** means the holding company which directly or indirectly owns Wisconsin Bell, Inc. d/b/a SBC Wisconsin.
- 1.3 **SBC WISCONSIN** - As used herein, **SBC WISCONSIN** means Wisconsin Bell, Inc. d/b/a SBC Wisconsin, the applicable SBC-owned ILEC doing business in Wisconsin.
- 1.4 The prices at which SBC agrees to provide CLEC with Resale Services are contained in the applicable Appendix Pricing and/or the applicable Commission ordered tariff where stated.

2. DESCRIPTION AND CHARGES FOR SERVICES

- 2.1 Resale services are available in accordance with section 251(C)(4) of the Act and consistent with Section 2.12.1.3 the General Terms and Conditions of the Agreement.
- 2.2 A list of Telecommunications Services currently available for resale at the wholesale discount rate for each service determined by the appropriate Commission is set forth in Appendix Pricing. Except as otherwise expressed herein, consistent with **SBC WISCONSIN**'s obligation under Section 251(c)(4)(A) of the Act and any other applicable limitations or restrictions, CLEC may resell other Telecommunications Services offered at retail by **SBC WISCONSIN** at the discount set forth in Appendix Pricing.
- 2.3 **SBC WISCONSIN** will offer products and services to CLEC for resale pursuant to relevant decisions of the appropriate Commission.
- 2.4 Telecommunications Services will be offered by **SBC WISCONSIN** to CLEC for resale on terms and conditions that are reasonable and nondiscriminatory.
- 2.5 Grandfathered services are available per appropriate state specific tariff to CLEC for resale at the applicable discount only to the same End User, at the existing End User's location, to which **SBC WISCONSIN** provides the service, either at retail or through resale.

3. TERMS AND CONDITIONS OF SERVICE

- 3.1 Except as otherwise expressly provided herein, for Telecommunications Services included within this Appendix that are offered by **SBC WISCONSIN** to **SBC WISCONSIN**'s End Users through tariff(s), the rules and regulations associated with **SBC WISCONSIN**'s retail tariff(s) shall apply when the services are resold by CLEC, with the exception of any tariff resale restrictions; provided, however, any tariff restrictions on further resale by the End User shall continue to apply. Use limitations shall be in parity with services offered by **SBC WISCONSIN** to its End Users.
- 3.2 CLEC shall only sell Plexar®, Centrex and Centrex-like services to a single End User or multiple End User(s) in accordance with the terms and conditions set forth in the corresponding **SBC WISCONSIN** retail tariff(s) applicable within that state.
- 3.3 Except where otherwise explicitly permitted in **SBC WISCONSIN**'s corresponding retail tariff(s), CLEC shall not permit the sharing of a service by multiple End User(s) or the aggregation of traffic from multiple End User(s) onto a single service.
- 3.4 CLEC shall only resell services furnished under this Appendix to the same category of End User(s) to whom **SBC WISCONSIN** offers such services (for example, residence service shall not be resold to business End Users).

- 3.4.1 **SBC WISCONSIN** - CLEC may only resell special needs services" as identified in associated state specific tariffs to persons who are eligible for each such service. As used herein, the term "special needs services" means services for the physically disabled where the disability is related to vision, speech, hearing or motion. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific **SBC WISCONSIN** tariffs.
- 3.4.2 This section applies to SBC WISCONSIN
- 3.4.2.1 Where available for resale according to associated retail state specific tariffs, CLEC may only resell **SBC WISCONSIN**, low income assistance services, (e.g. LifeLine and Link-Up services), to persons who are eligible for each such service. Further, to the extent CLEC resells services that require certification on the part of the End User, CLEC shall ensure that the End User meets all associated tariff eligibility requirements, has obtained proper certification, continues to be eligible for the program(s), and complies with all rules and regulations as established by the appropriate Commission and the state specific, **SBC WISCONSIN**, tariffs.
- 3.4.2.2 CLEC is exclusively responsible for all aspects of any similar CLEC-offered program, including ensuring that any similar CLEC-offered program(s) complies with all applicable federal and state requirements, obtaining all necessary End User certifications and re-certifications, submitting written designation that any of CLEC's End User or applicants are eligible to participate in such programs, submitting CLEC's claims for reimbursement to any applicable governmental authority and any other activities required by any applicable governmental authority.
- 3.5 **Promotions**
- 3.5.1 Promotions are available for the Telecommunications Services outlined in Appendix Pricing in the "Resale" category and in accordance with state specific Commission requirements.
- 3.5.2 This section applies only to **SBC WISCONSIN**
- 3.5.2.1 Promotions of ninety (90) days or less are not available to CLEC for resale.
- 3.5.2.2 Promotions of ninety-one (91) days or more are available to CLEC for resale and at the applicable wholesale discount, state specific.
- 3.5.2.3 Promotions on Telecommunications Services are available to CLEC for resale. The applicable, state specific, wholesale discount will be applied to those promotions of ninety-one (91) days or more.
- 3.6 CLEC shall not use a resold service to avoid the rates, terms and conditions of **SBC WISCONSIN**'s corresponding retail tariff(s).
- 3.7 CLEC shall not use resold local Telecommunications Services to provide access or interconnection services to itself, interexchange carriers (IXCs), wireless carriers, competitive access providers (CAPs), or other telecommunications providers; provided, however, that CLEC may permit its End Users to use resold local exchange telephone service to access IXCs, wireless carriers, CAPs, or other retail telecommunications providers.
- 3.8 A Federal End User Common Line charge and any other appropriate Commission-approved charges, as set forth in the appropriate **SBC WISCONSIN** federal and applicable state tariff(s) will apply to each local exchange line furnished to CLEC under this Appendix for resale.
- 3.9 To the extent allowable by law, CLEC shall be responsible for Primary Interexchange Carrier (both PIC and LPIC) change charges associated with each local exchange line furnished to CLEC for resale. CLEC shall pay all charges for PIC and LPIC changes at the tariffed rate(s).

- 3.10 **SBC WISCONSIN** shall provide the services covered by this Appendix subject to availability of existing facilities and on a nondiscriminatory basis with its other customers. CLEC shall resell the services provided herein only in those service areas in which such resale services or any feature or capability thereof are offered to End Users at retail by **SBC WISCONSIN** as the incumbent local exchange carrier.
- 3.11 When an End User converts existing service to CLEC resold service of the same type without any additions or changes, charges for such conversion will apply as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "conversion charges," and are applied per billable telephone number.
- 3.11.1 When an End User(s) subscribes to CLEC resold service, recurring charges for the service shall apply at the wholesale discount set forth in Appendix Pricing. The tariff rates for such resold service shall continue to be subject to orders of the appropriate Commission.
- 3.11.2 When CLEC converts an End User(s) existing service and additions or changes are made to the service at the time of the conversion, the normal service order charges and/or non-recurring charges associated with said additions and/or changes will be applied in addition to the conversion charge. CLEC will receive a wholesale discount on all non-recurring service order charges for the services listed in Appendix Pricing under the heading "Resale;" no wholesale discount is available for the non-recurring service order charges for those services listed in Appendix Pricing under the heading "OTHER (Resale)."
- 3.11.3 For the purposes of ordering service furnished under this Appendix, each request for new service (that is, service not currently being provided to the End User on **SBC WISCONSIN**'s network, without regard to the identity of that End User's non-facilities based local service provider of record) shall be handled as a separate initial request for service and shall be charged per billable telephone number.
- 3.11.4 Where available, the tariff retail additional line rate for Service Order Charges shall apply only to those requests for additional residential service to be provided at the same End User premises to which a residential line is currently provided on **SBC WISCONSIN**'s network, without regard to the identity of that End User's non-facilities based local service provider of record.
- 3.12 If CLEC is in violation of any provision of this Appendix, **SBC WISCONSIN** will notify CLEC of the violation in writing. Such notice shall refer to the specific provision being violated. CLEC will have thirty (30) calendar days to correct the violation and notify **SBC WISCONSIN** in writing that the violation has been corrected. **SBC WISCONSIN** will bill CLEC a sum equal (i) the charges that would have been billed by **SBC WISCONSIN** to CLEC or any Third Party but for the stated violation and (ii) the actual revenues CLEC billed its End User(s) in connection with the stated violation, whichever is greater. Should CLEC dispute the stated violation, CLEC must notify **SBC WISCONSIN** in writing of the specific details and reasons for its dispute within fourteen (14) calendar days of receipt of the notice from **SBC WISCONSIN** and comply with Sections 8.3 through 8.7 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Resolution of any dispute by CLEC of the stated violation shall be conducted in compliance with the Dispute Resolution provisions set forth in the General Terms and Conditions of the Agreement to which this Appendix is attached.
- 3.13 **SBC WISCONSIN**'s services are not available at wholesale rates to CLEC for its own use or for the use of any of CLEC's affiliates and/or subsidiaries or the use of CLEC's parent or any affiliate and/or subsidiary of CLEC's parent company, if any.
- 3.13.1 **SBC WISCONSIN** retail contracts may be assumed unless expressly prohibited by the contract. Contracts for grandfathered and/or sunsetted services may not be assumed.
- 3.13.2 If CLEC elects to terminate a **SBC WISCONSIN** retail contract which CLEC had previously assumed, CLEC will be assessed the applicable termination charges remaining unless CLEC elects to simultaneously replace the existing contract with a contract of greater term and/or volume at the same discount CLEC receives for the previously assumed but now terminated contract.

4. ANCILLARY SERVICES

- 4.1 Where available, SBC WISCONSIN will afford CLEC's End Users the ability to make 911 calls. In the areas served by SBC WISCONSIN, CLEC shall be responsible for collecting and remitting all applicable 911 fees and surcharges on a per line basis to the appropriate Public Safety Answering Point (PSAP) or other governmental authority responsible for collection of such fees and surcharges. When requested by SBC WISCONSIN, CLEC shall provide SBC WISCONSIN with accurate and complete information regarding CLEC's End User(s) in a format and time frame prescribed by SBC WISCONSIN for purposes of E911 administration. In the areas served by SBC WISCONSIN, any 911 fees or surcharges associated with Resale accounts shall be included by SBC WISCONSIN on CLEC's invoice and CLEC agrees to pay Ameritech all such fees and surcharges. SBC WISCONSIN shall then be responsible for submitting or retaining such fees and surcharges in accordance with the appropriate 911 cost recovery plan applicable to the local jurisdiction.
- 4.1.1 Should any CLEC End User assert any Claim that relates to access to 911, the limitations of liability set forth in Appendix 911, which is attached to the General Terms and Conditions of the Agreement to which this Appendix is attached, shall govern all Claims that may be asserted against any Party to this Appendix relating to access to 911, whether such assertion is made by the other Party or any Third Party, and such provisions are incorporated herein for all purposes as though set forth herein.
- 4.2 Subject to SBC WISCONSIN's practices, as well as the rules and regulations applicable to the provision of White Pages directories, SBC WISCONSIN will include in appropriate White Pages directories the primary alphabetical listings of all CLEC End Users located within the local directory scope. The rules, regulations and SBC WISCONSIN practices are subject to change from time to time.
- 4.3 Additional Listing services, as set forth in Appendix Pricing, may be purchased by CLEC for its End Users on a per listing basis.
- 4.4 Liability relating to End User Listings
- 4.4.1 CLEC hereby releases SBC WISCONSIN from any and all liability for damages due to errors or omissions in CLEC's End User listing information as provided to SBC WISCONSIN under this Appendix, and/or CLEC's End User listing information as it appears in the White Pages directory, including, but not limited to, special, indirect, consequential, punitive or incidental damages.
- 4.4.2 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend SBC WISCONSIN and SBC WISCONSIN's officers, employees, agents, representatives and assigns from and against any and all losses, liability, damages and expense arising out of any demand, claim, suit or judgment by a Third Party in any way related to any error or omission in CLEC's End User listing information, including any error or omission related to non-published or non-listed End User listing information. CLEC shall so indemnify regardless of whether the demand, claim or suit by the third party is brought jointly against CLEC and SBC WISCONSIN, and/or against SBC WISCONSIN alone. However, if such demand, claim or suit specifically alleges that an error or omission appears in CLEC's End User listing information in the White Pages directory, SBC WISCONSIN may, at its option, assume and undertake its own defense.
- 4.5 Each CLEC subscriber will receive one copy per primary End User listing of SBC WISCONSIN's White Pages directory in the same manner and at the same time that they are delivered to SBC WISCONSIN's subscribers.
- 4.5.1 If CLEC's End User already has a current SBC WISCONSIN local White Pages directory, SBC WISCONSIN shall not be required to deliver a directory to that End User until new White Pages directories are published for that End User's location.
- 4.6 Except where expressly stated the terms and conditions for including CLEC End User listings in SBC WISCONSIN White Page directories as well as distribution of such directories to CLEC and/or CLEC End User's is a product offering available through a non-regulated subsidiary of SBC. Notwithstanding the

- foregoing, **SBC WISCONSIN** will comply with the Directory Listing & Ordering provisions set forth in Appendix B, Article IX of the Wisconsin Public Service Commission's Interlocutory Order 6720-TI-160.
- 4.7 Subject to any blocking that may be ordered by CLEC for its End Users', to the extent Directory Assistance (DA) services are provided to **SBC WISCONSIN** End Users, **SBC WISCONSIN** shall provide CLEC's End Users access to **SBC WISCONSIN** Directory Assistance services. CLEC shall pay **SBC WISCONSIN** the charges attributable to Directory Assistance services utilized by CLEC's End Users. Discounts associated with utilization of Directory Assistance Services are set forth in Appendix Pricing.
- 4.8 Subject to any blocking that may be ordered by CLEC for its End Users', **SBC WISCONSIN** will provide access to Operator Services ("OS") to CLEC's End Users to the same extent it provides OS to its own End Users. CLEC shall pay the charges associated with the utilization of OS by CLEC's End Users. Discounts associated with the utilization of OS are set forth in Appendix Pricing.
- 4.9 Intentionally Omitted
- 4.10 **SBC WISCONSIN** offers CLEC the opportunity to customize route its End Users' OS/DA calls where technically feasible. CLEC must have dedicated transport at each End Office where customized routing is requested. CLEC agrees to pay **SBC WISCONSIN** appropriate charges associated with customized routing on an ICB basis.
- 4.11 OS/DA Branding
- 4.11.1 Where technically feasible and/or available, **SBC WISCONSIN** will brand Operator Services (OS) and/or Directory Assistance (DA) in CLEC's name as outlined below:
- 4.11.1.1 Provide its brand at the beginning of each telephone call and before the consumer incurs any charge for the call; and
- 4.11.1.2 Where **SBC WISCONSIN** provides CLEC OS and DA services via the same trunk, both OS and DA calls will be branded with the same brand. Since **SBC WISCONSIN** DA and OS utilize the same trunk group, CLEC will receive the same brand for both DA and OS.
- 4.11.2 Call Branding
- 4.11.2.1 **SBC WISCONSIN** will brand OS/DA in CLEC's name based upon the information provided by CLEC and as outlined below:
- 4.11.3 **SBC WISCONSIN** - CLEC will provide written specifications of its company name to be used by **SBC WISCONSIN** to create CLEC specific branding announcements for its OS/DA calls in accordance with the process outlined in the Operator Services OS/DA Questionnaire (OSQ).
- 4.11.4 CLEC name used in branding calls may be subject to Commission regulations and should match the name in which CLEC is doing business.
- 4.12 Branding Load Charges:
- 4.12.1.1 **SBC WISCONSIN** - An initial non-recurring charge applies per brand, per Operator Assistance Switch, per trunk group for the establishment of CLEC specific branding. In addition, a per call charge applies for every OS call handled by **SBC WISCONSIN** on behalf of CLEC when such services are provided. An additional non-recurring charge applies per brand, per Operator assistance switch, per trunk group for each subsequent change to the branding announcement.

5. OS/DA RATE/REFERENCE INFORMATION

- 5.1 When an **SBC WISCONSIN** Operator receives a rate request from a CLEC End User, where technically feasible and available, **SBC WISCONSIN** will quote the applicable OS/DA rates as provided by the CLEC.
- 5.2 CLEC will furnish OS/DA Rate and Reference Information in accordance with the process outlined in the Operator Services Questionnaire (OSQ). CLEC will furnish to **SBC WISCONSIN** a completed OSQ thirty (30) calendar days in advance of the date when the DA Services are to be undertaken.

- 5.3 CLEC will inform **SBC WISCONSIN**, via the Operator Services Questionnaire (OSQ) of any changes to be made to such Rate/Reference Information fourteen calendar days prior to the effective Rate/Reference change date. CLEC acknowledges that it is responsible to provide **SBC WISCONSIN** updated Rate/Reference Information in advance of when the Rate/Reference Information is to become effective.
- 5.5 An initial non-recurring charge will apply per state, per Operator assistance switch for loading of CLEC's OS Reference/Rater information. An additional non-recurring charge will apply per state, per Operator assistance switch for each subsequent change to either the CLEC's OS Reference or Rater information.
- 5.6 Payphone Services
- 5.6.1 CLEC may provide certain local Telecommunications Services to payphone service providers ("PSPs") for PSPs' use in providing payphone service. Local Telecommunications Services which PSPs use in providing payphone service that are provided to PSPs by CLEC by means of reselling **SBC WISCONSIN**'s services offered pursuant to the appropriate payphone section(s) of **SBC WISCONSIN**'s state specific tariff(s) applicable in each state covered by this Appendix are referred to in this Appendix as "Payphone Lines." In its Common Carrier Docket No. 96-128, the FCC ordered **SBC WISCONSIN** to compensate PSP customers of CLECs that resell **SBC WISCONSIN**'s services for certain calls originated from pay telephones. Implementation of the Pay Telephone Reclassification and Compensation Provisions of the Telecommunications Act of 1996, FCC Docket No. 96-128, Report and Order, para. 86 (1996)). This compensation is referred to in this Agreement as "Payphone Compensation."
- 5.6.2 The Parties desire that **SBC WISCONSIN** satisfy the obligation to pay Payphone Compensation to PSPs that are customers of CLEC by paying the Payphone Compensation to CLEC, who will then forward the Payphone Compensation directly to the PSPs.
- 5.6.3 **SBC WISCONSIN** will pay Payphone Compensation due with respect to Payphone Lines in compliance with the current or any future order of the FCC. **SBC WISCONSIN** will pay Payphone Compensation to CLEC only for:
- 5.6.3.1 IntraLATA subscriber 800 calls for which **SBC WISCONSIN** provides the 800 service to the subscriber and carries the call; and
- 5.6.3.2 IntraLATA calls placed using **SBC WISCONSIN**'s prepaid calling card platform and carried by **SBC WISCONSIN**.
- 5.6.4 **SBC WISCONSIN** will not be required to pay any Payphone Compensation for non-sent paid calls.
- 5.6.5 **SBC WISCONSIN** will pay CLEC the Payphone Compensation due to CLEC's PSP customer(s) within sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made. However, payment may be made later than sixty (60) calendar days if **SBC WISCONSIN** deems it necessary to investigate a call or calls for possible fraud.
- 5.6.6 **SBC WISCONSIN** will make payment of any Payphone Compensation due to CLEC under this Appendix by crediting CLEC's bill for the Payphone Line over which the call that gives rise to the Payphone Compensation was placed. **SBC WISCONSIN** will not automatically issue a check to CLEC if the credit for Payphone Compensation exceeds the balance due to **SBC WISCONSIN** on the bill.
- 5.6.7 Nothing in this Appendix entitles CLEC to receive or obligates **SBC WISCONSIN** to provide any call detail or other call record for any call that gives rise to Payphone Compensation.
- 5.6.8 CLEC represents and warrants that the only **SBC WISCONSIN** services that CLEC will make available to PSPs as Payphone Lines are the payphone services that **SBC WISCONSIN** offers pursuant to the appropriate payphone section(s) of **SBC WISCONSIN**'s state specific tariff(s) applicable in each state covered by this Appendix.
- 5.6.9 Except as provided otherwise in this Section 5.6.9, CLEC shall pay the entire amount of the Payphone Compensation due with respect to each Payphone Line to the PSP that is the CLEC's

customer for that Payphone Line. CLEC shall make such payment on or before the last business day of the calendar quarter following the calendar quarter during which the call(s) for which Payphone Compensation is due to the PSP were made. If **SBC WISCONSIN** pays any Payphone Compensation to CLEC later than sixty (60) calendar days after the close of the calendar quarter during which the call(s) for which Payphone Compensation is due were made, then CLEC shall pay the entire amount of such Payphone Compensation to the PSP that is CLEC's customer for that Payphone Line within ten (10) calendar days after receiving such Payphone Compensation from **SBC WISCONSIN**.

5.6.10 In addition to any other indemnity obligations in this Appendix or in the Agreement to which this Appendix is attached, CLEC shall indemnify, protect, save harmless and defend **SBC WISCONSIN** and **SBC WISCONSIN**'s officers, employees, agents, representatives and assigns from and against any and all losses, costs, liability, damages and expense (including reasonable attorney's fees) arising out of any demand, claim, suit or judgment by any Third Party, including a PSP, in any way relating to or arising from any of the following:

5.6.10.1 CLEC's failure to comply with all the terms and conditions of this Appendix; or

5.6.10.2 Use by a PSP customer of CLEC of any service other than a Payphone Line to provide pay telephone service; or

5.6.10.3 False representation by CLEC.

5.7 Suspension of Service

5.7.1 CLEC may offer to resell Customer Initiated Suspension and Restoral Service to its End Users at the associated state specific retail tariff rates, terms and conditions for suspension of service at the request of the End User.

5.7.2 **SBC WISCONSIN** will offer CLEC local service provider initiated suspension service for CLEC's purposes at the associated **SBC WISCONSIN** state specific retail tariff rate for company initiated suspension of service. Carrier Disconnect Service is the provider initiated suspension service available to CLECs in **SBC WISCONSIN**. Service specifics may be obtained in state specific CLEC Handbooks.

5.7.2.1 CLEC shall be exclusively responsible for placing valid orders for the suspension and the subsequent disconnection or restoral of service to each of its End Users.

5.7.2.2 Should CLEC suspend service for one of its End Users and fail to submit a subsequent disconnection order within the maximum number of calendar days permitted for a company initiated suspension pursuant to the state specific retail tariff, CLEC shall be charged and shall be responsible for all appropriate monthly service charges for the End User's service from the suspension date through the disconnection date.

5.7.2.3 Should CLEC suspend service for one of its End Users and subsequently issue a restoral order, CLEC shall be charged the state specific tariff rate for the restoral plus all appropriate monthly service charges for the End User's service from the suspension date through the restoral date.

6. USE OF SBC BRAND

6.1 Except where otherwise required by law, CLEC shall not, without **SBC WISCONSIN**'s prior written authorization, offer the services covered by this Appendix using the trademarks, service marks, trade names, brand names, logos, insignia, symbols or decorative designs of **SBC WISCONSIN** or its Affiliates, nor shall CLEC state or imply that there is any joint business association or similar arrangement with **SBC WISCONSIN** in the provision of Telecommunications Services to CLEC's customers.

7. RESPONSIBILITIES OF SBC WISCONSIN

- 7.1 SBC WISCONSIN shall allow CLEC to place service orders and receive phone number assignments (for new lines). These activities shall be accomplished by facsimile or electronic interface. SBC WISCONSIN shall provide interface specifications for electronic access for these functions to CLEC. However, CLEC shall be responsible for modifying and connecting any of its systems with SBC WISCONSIN-provided interfaces, as outlined in Appendix OSS.
- 7.2 SBC WISCONSIN shall implement CLEC service orders within the same time intervals SBC WISCONSIN uses to implement service orders for similar services for its own End Users.
- 7.2.1 Methods and procedures for ordering are outlined in the CLEC Handbook, available on-line, as amended by SBC WISCONSIN in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.3 CLEC will have the ability to report trouble for its End Users to the appropriate SBC WISCONSIN trouble reporting center(s) twenty-four (24) hours a day, seven (7) days a week. CLEC will be assigned customer contact center(s) when initial service agreements are made. CLEC End Users calling SBC WISCONSIN will be referred to CLEC at the number provided by CLEC. Nothing herein shall be interpreted to authorize CLEC to repair, maintain, or in any way touch SBC WISCONSIN's network facilities, including those on End User premises.
- 7.3.1 Methods and procedures for trouble reporting are outlined in the CLEC Handbook, available on-line, as amended by SBC WISCONSIN in its sole discretion from time to time. All Parties agree to abide by the procedures contained therein.
- 7.4 SBC WISCONSIN will provide CLEC with detailed billing information necessary for CLEC to issue bill(s) to its End User(s). CLEC has the option of receiving a daily usage file ("DUF") in accordance with the terms and conditions set forth in Section 8.10 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Should CLEC elect to subscribe to the DUF, CLEC agrees to pay SBC WISCONSIN the charges specified in Appendix Pricing under the "OTHER (Resale)" category listed as "Electronic Billing Information Data (daily usage) (per message)."
- 7.5 SBC WISCONSIN shall make Telecommunications Services that SBC WISCONSIN provides at retail to subscribers who are not Telecommunications Carriers available for resale consistent with the obligation under Section 251(c)(4)(A) of the Act and other applicable limitations. SBC WISCONSIN will notify CLEC of any changes in the terms and conditions under which SBC WISCONSIN offers Telecommunications Services at retail to subscribers who are not Telecommunications Carriers, including but not limited to, the introduction of any new features, functions, services, promotions, grandfathering or the discontinuance of current features or services at the time a tariff filing is transmitted to the appropriate State Commission, or, in situations where a tariff filing is not so transmitted, within sixty (60) calendar days of the expected effective date of such change.
- 7.5.1 SBC WISCONSIN currently makes such notification as described in Section 17.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached. Notification of any new service available to CLEC for resale shall advise CLEC of the category in which such new service shall be placed, and the same discount already applicable to CLEC in that category shall apply to the new service.
- 7.6 CLEC's End User's activation of Call Trace shall be handled by the SBC WISCONSIN operations centers responsible for handling such requests. SBC WISCONSIN shall notify CLEC of requests by its End Users to provide call records to the proper authorities. Subsequent communication and resolution of each case involving one of CLEC's End Users (whether that End User is the victim or the suspect) will be coordinated through CLEC.
- 7.6.1 CLEC acknowledges that for services where reports are provided to law enforcement agencies (for example, Call Trace) only billing number and address information shall be provided. It shall be CLEC's responsibility to provide additional information necessary for any police investigation.

7.6.1.1 In addition to any other indemnity obligations in this Appendix or the Agreement to which this Appendix is attached, CLEC shall indemnify SBC WISCONSIN against any Claim that insufficient information led to inadequate prosecution.

7.6.2 SBC WISCONSIN shall handle law enforcement requests consistent with the Law Enforcement Section of the General Terms and Conditions of the Agreement to which this Appendix is attached.

8. RESPONSIBILITIES OF CLEC

8.1 Prior to submitting an order under this Appendix, CLEC shall obtain End User authorization as required by applicable federal and state laws and regulations, and assumes responsibility for applicable charges as specified in Section 258(b) of the Act. SBC WISCONSIN shall abide by the same applicable laws and regulations.

8.2 Only an End User can initiate a challenge to a change in its local service provider. If an End User notifies SBC WISCONSIN or CLEC that the End User requests local exchange service, the Party receiving such request shall be free to provide service to such End User, except in those instances where the End User's account is local PIC protected. It is the responsibility of the End User to provide authorization in a FCC approved format to the current provider of record to remove local service provider protection before any changes in local service provider are processed.

8.2.1 SBC WISCONSIN shall be free to connect an End User to any competitive local exchange carrier based upon that competitive local exchange carrier's request and that competitive local exchange carrier's assurance that proper End User authorization has been obtained. CLEC shall make any such authorization it has obtained available to SBC WISCONSIN upon request and at no charge.

8.3 When an End User changes or withdraws authorization, each Party shall release customer-specific facilities in accordance with the End User's direction or the direction of the End User's authorized agent. Further, when an End User abandons its premise, SBC WISCONSIN is free to reclaim the facilities for use by another customer and is free to issue service orders required to reclaim such facilities.

8.4 Neither Party shall be obligated by this Appendix to investigate any allegations of unauthorized changes in local exchange service (slamming) on behalf of the other Party or a Third Party. If SBC WISCONSIN, on behalf of CLEC, agrees to investigate an alleged incidence of slamming, SBC WISCONSIN shall charge CLEC an investigation fee as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Slamming Investigation Fee."

8.5 Should SBC WISCONSIN receive an order from CLEC for services under this Appendix, and SBC WISCONSIN is currently providing the same services to another local service provider for the same End User, CLEC agrees that SBC WISCONSIN may notify the local service provider from whom the End User is being converted of CLEC's order coincident with or following processing CLEC's order. It shall then be the responsibility of the former local service provider of record and CLEC to resolve any issues related to the End User. This Section 8.5 shall not apply to new or additional lines and services purchased by the End User from multiple CLECs or from SBC WISCONSIN.

8.5.1 If SBC WISCONSIN receives an order from another local service provider to convert services for an End User for whom CLEC is the current local service provider of record, and if CLEC already subscribes to the Local Disconnect Report ("LDR"), covered in Section 8.5.2, then SBC WISCONSIN shall notify CLEC of such order coincident with or following processing such order. It shall be the responsibility of CLEC and the other local service provider to resolve any issues related to the End User. This Section 8.5.1 shall not apply to new or additional lines and services purchased by an End User from multiple CLECs or from SBC WISCONSIN.

8.5.2 On no less than sixty (60) calendar days advance written notice, CLEC may, at its option, subscribe to the LDR. SBC WISCONSIN will furnish the following information via the LDR: the Billing Telephone Number ("BTN"), Working Telephone Number ("WTN"), and terminal number of all End Users who have disconnected CLEC's service. Information furnished electronically will be provided daily on a per WTN basis and priced on a per WTN basis. CLEC shall pay SBC WISCONSIN for the

LDR per WTN plus any applicable transmission charges for the LDR; current WTN prices are as set forth in Appendix Pricing in the "OTHER (Resale)" category, listed as "Local Disconnect Report." CLEC agrees that SBC WISCONSIN may change the per WTN charge, at SBC WISCONSIN's sole discretion, so long as SBC WISCONSIN provides CLEC no less than thirty (30) calendar days notice prior to any change in the per WTN charge. SBC WISCONSIN grants to CLEC a non-exclusive right to use the LDR information provided by SBC WISCONSIN. CLEC will not permit anyone but its duly authorized employees or agents to inspect or use this information.

- 8.6 CLEC is solely responsible for the payment of all charges for all services furnished under this Appendix, including but not limited to, calls originated or accepted at CLEC's location and its End Users' service locations; provided, however, CLEC shall not be responsible for payment of charges for any retail services furnished by SBC WISCONSIN directly to End Users and billed by SBC WISCONSIN directly to End Users.
- 8.6.1 Interexchange carried traffic (for example, sent-paid, information services and alternate operator services messages) received by SBC WISCONSIN for billing to resold End User accounts will be returned as unbillable and will not be passed to CLEC for billing. An unbillable code will be returned with those messages to the carrier indicating that the messages originated from a resold account and will not be billed by SBC WISCONSIN.
- 8.7 SBC WISCONSIN shall not be responsible for the manner in which utilization of resold services or the associated charges are allocated to End Users or others by CLEC. All applicable rates and charges for services provided to CLEC under this Appendix will be billed directly to CLEC and shall be the responsibility of CLEC; provided, however, that CLEC shall not be responsible for payment of charges for any retail services furnished by SBC WISCONSIN directly to End Users and billed by SBC WISCONSIN directly to End Users.
- 8.7.1 Charges billed to CLEC for all services provided under this Appendix shall be paid by CLEC regardless of CLEC's ability or inability to collect from its End Users for such services.
- 8.8 If CLEC does not wish to be responsible for payment of charges for collect, third number billed, toll and information services (for example, 900) calls, it must order the appropriate blocking for lines provided under this Appendix and pay any applicable charges. It is the responsibility of CLEC to order the appropriate toll restriction or blocking on lines resold to End Users. CLEC acknowledges that blocking is not available for certain types of calls, including 800, 888, 411 and Directory Assistance Express Call Completion. Depending on the origination point, for example, calls originating from correctional facilities, some calls may bypass blocking systems. CLEC acknowledges all such limitations and accepts all responsibility for any charges associated with calls for which blocking is not available and any charges associated with calls that bypass blocking systems. Charges for Alternatively Billed Calls shall be paid by CLEC at the rated value of the call less the appropriate State discount.
- 8.9 CLEC shall be responsible for modifying and connecting any of its systems with SBC WISCONSIN-provided interfaces as described in this Appendix and Appendix OSS.
- 8.10 CLEC shall be responsible for providing to its End Users and to SBC WISCONSIN a telephone number or numbers that CLEC's End Users may use to contact CLEC in the event that the End User desires a repair/service call.
- 8.10.1 In the event that CLEC's End Users contact SBC WISCONSIN with regard to repair requests, SBC WISCONSIN shall inform such End Users to call CLEC and may provide CLEC's contact number.
- 8.11 CLEC acknowledges and agrees that, in the event CLEC makes any "CLEC Change" as that term is defined in Section 4.8.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached, CLEC shall comply with the provisions set forth in Section 4.8.2 of the General Terms and Conditions of the Agreement to which this Appendix is attached as though set forth herein.
- 8.12 CLEC will provide forecasts to SBC WISCONSIN every January and July using the SBC WISCONSIN network information form, or a format mutually agreed to by the Parties. These written forecasts will be

based on CLEC's best estimates and will include all resale products CLEC will be ordering within the forecast period.